



make it all count

www.mro.com

100 Crosby Drive
Bedford, MA 01730
Direct: 781.280.2000
Fax: 781.280.2225

Craig Newfield
Vice President & General Counsel

Via Facsimile & Certified Mail, Return Receipt Requested

October 26, 2005

Mr. T.R. Bevington	Michael Fee, Esq.
M2 Consulting, Inc.	Fee, Rosse & Lanz, P.C.
57-B Jefferson Parkway	321 Boston Post Road
Newnan, GA 30262	Sudbury, MA 01776

Re: MAXIMO Hosting Affiliate Agreement

Dear Messrs. Bevington and Fee:

Reference is made to the MAXIMO Hosting Affiliate Agreement made between MRO Software, Inc. ("MROI") and M2 Consulting, Inc. ("M2") dated November 4, 2002, and Schedule A thereto (the "Agreement"). Unless otherwise defined herein, all capitalized terms shall have the meanings given in the Agreement.

As you are aware, on October 24, 2003, notice of termination was given by MROI to M2 under Section 9(e) of the Agreement, specifying the nature of M2's breaches of the Agreement and the manner of their cure. M2 failed to cure the specified breaches, and the Agreement was therefore terminated on November 24, 2003.

Pursuant to Section 9(e) of the Agreement, for a period of two (2) years (or until the termination of existing agreements with M2's customers, whichever occurred first) M2 retained certain limited rights, namely the right to continue to use Maximo "solely to support any existing Customers at the time of termination". M2 has made extensive use of Maximo in excess of these limited rights, and MROI reserves all of its rights, remedies and recourse in connection with these additional and continuing breaches of the Agreement.

Please be advised that the two (2) year (at most) term within which M2 is permitted to exercise its limited post-termination rights will expire on November 23, 2005, whereupon:

- i) M2 must "purge from its computer systems, storage media and other files and, at MROI's option, destroy or deliver to MROI or its designee all Products within [M2's] possession or control, including, but not limited to, all source code"; and
- ii) M2 and MROI must, "at their individual option, destroy or deliver to each other or each other's designee all items within each other's possession or control that contain any Information or bear a Mark".

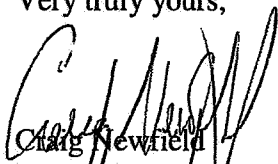


October 26, 2005
Page 2

Please be advised that MROI elects for M2 to deliver (not destroy) all Products within M2's control (including without limitation all source code), to the undersigned's attention at MROI's address specified above. Except as necessary in connection with the litigation pending between the parties, MROI will elect to destroy all items which contain any M2 Information or bear any M2 Mark.

MROI reserves all rights and remedies available under the Agreement or otherwise, including without limitation its rights to enforce and protect its intellectual property rights in and to the Products and to prevent any use of the Products for which appropriate payments have not been made in full. This notice and demand is provided without prejudice to MROI's other rights and remedies in law or in equity, and MROI specifically and without limitation reserves its right to assert that M2 has committed breaches under the Agreement in addition to those described herein.

Very truly yours,



Craig Newfield
V.P. & General Counsel